

EXHIBIT 1

Terms Sheet

August 17, 2018

VIA EMAIL

Rodney Tow of Tow & Koenig PLLC, not individually but solely in his capacity as Chapter 7 Trustee for Koontz-Wagner Custom Controls Holdings, LLC: LTow@TowKoenig.com

Cc: James Gansman of Commenda Asset Resolution Partners, LLC: JGansman@CommendaCapital.com

Andrew Lipovsky of Commenda Asset Resolution Partners, LLC: ALipovsky@CommendaCapital.com

Robert Shannon of Diamond McCarthy: Robert.Shannon@DiamondMcCarthy.com

Re: Koontz-Wagner Custom Controls Holdings, LLC Sale Motion

Dear Trustee Tow:

Per our conversation at the Bankruptcy Court approved Auction and negotiations with your Financial Advisors, please accept this LOI with respect to the agreed upon purchase of the Trustee assets in Caldwell, ID and Houston, TX including all Machinery and Equipment, Inventory, Accounts Receivable and Intellectual Property ("Purchased Assets") by an entity to be formed by PPL Acquisition Group, LLC ("Buyer") for the assets previously owned by Koontz-Wagner Custom Controls Holdings, LLC ("KW"), pursuant to the proposed terms and conditions described herein (the "Transaction"). Immediate execution of this LOI is critical to Buyer initiating work necessary to retain customers and maximize the Purchase Price (as defined below) for the Trustee.

- I. Buyer: A newly formed entity owned by PPL Acquisition Group, LLC, *or its assigns. AM*
- II. Purchased Assets: It is anticipated that Buyer will purchase substantially all of the Purchased Assets, as inspected, free and clear of all liens or encumbrances of any kind, excepting Permitted Encumbrances.
- III. Purchase Price: The Purchased Assets will be transferred for a purchase price equal to a cash payment and revenue share:
 - a. Cash Payment: \$917,000 (USD)
 - b. Revenue Share: Buyer intends to complete current Work-In-Process inventory and sell to customers. Trustee will receive 30% of gross collections from current Accounts Receivable and 30% of net collections associated with the current jobs and work-in-process inventory in the Purchased Assets (inclusive of any and all costs including rent, labor, materials, etc..).
- IV. As-Is, Where-Is: Buyer acknowledges that the Transaction will be made on an "as is, where is" basis, with limited representations and warranties to be negotiated and set forth in the

Definitive Agreement ("APA") and confirmed in a Court Order approving the Transaction acceptable to Buyer.

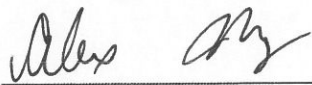
- V. Time to Closing: Buyer and Trustee are prepared to work expeditiously towards a completion of the Transaction with the agreed upon terms by executing and filing a mutually acceptable APA with a Sale Motion and receiving an Order Approving the Sale by August 27th, 2018.
- VI. Exclusivity: From this date through the Order Confirming the Sale, Trustee nor its Representatives (as defined below), shall not, directly or indirectly: (i) solicit, initiate, seek, entertain, consider, encourage, or support any inquiry, expression of interest, proposal or offer from any person other than Buyer relating to any Competing Transaction (as defined below), (ii) participate in any discussions or negotiations relating to any Competing Transaction with any person other than Buyer, (iii) furnish to any person other than Buyer any information that Trustee believes or should reasonably know could be used for the purposes of formulating any inquiry, expression of interest, proposal or offer relating to a Competing Transaction, or (iv) accept any proposal or offer or enter into any agreement, arrangement or understanding relating to any Competing Transaction with any person other than Buyer. Trustee shall, and shall cause its Representatives to, suspend for the duration of the Exclusivity Period any discussions or negotiations relating to any Competing Transaction.

For purposes of this offer:

- (a) "Representatives" of a person means its officers, directors, employees, general partners, affiliates, attorneys, advisors, accountants, agents, financing sources and other representatives.
- (b) "Competing Transaction" means any sale, lease or similar transaction with respect to all or substantially all of the Purchased Assets, other than as contemplated the above.

Sincerely,

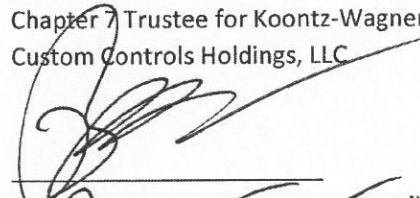
PPL Acquisition Group, LLC



By: Alex Mazer

ACCEPTED AND AGREED TO:

Chapter 7 Trustee for Koontz-Wagner
Custom Controls Holdings, LLC


By: Rodney Tow, Trustee